

STATE OF NORTH CAROLINA

COUNTY OF WAKE

N.C. DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES
VETERINARY DIVISION, ANIMAL
WELFARE SECTION,

Complainant

v.

HALIFAX COUNTY ANIMAL SHELTER

Respondent.

CONSENT
AGREEMENT

RECITALS

The North Carolina Department of Agriculture and Consumer Services (the "Complainant") and Halifax County Animal Shelter (the "Respondent") desire to fully and finally settle this and all other disputes and controversies surrounding the Complainant's imposition of a civil penalty against the Respondent, and desire to affect a full and final settlement solely in order to avoid the burden and expense of continued litigation.

WHEREAS, on February 3rd 2011, Complainant assessed the Respondent a civil penalty in the amount of one thousand dollars (\$1,000.00) upon discovery of evidence indicating that the Respondent failed to maintain its enclosures in accordance with the minimum standards set forth in 2 NCAC 52J .0201 et seq. and issued the Respondent a Civil Penalty Assessment to that effect describing in detail the evidence supporting that conclusion, which are attached hereto and incorporated by reference.

WHEREAS the parties desire to resolve this matter without further litigation.

NOW THEREFORE, the parties agree as follows:

1. Complainant agrees that, upon receiving the signed original of this Agreement and the sum of \$100.00 from the Respondent, it will stay its enforcement of the remaining civil penalty assessment pending its inspection of Respondent's facility during the month of February, 2011, or at the earliest date that an inspector becomes available.

2. Complainant further agrees that, if Respondent's facility is found to be fully compliant with all requirements of the N.C. Animal Welfare Act and its attendant regulations, Complainant shall waive, forgive and release the remaining portion of the civil penalty assessment in the amount of \$900.00.

3. Complainant and Respondent mutually agree that, if Complainant finds that Respondent's facility is not in compliance with all requirements of the N.C. Animal Welfare Act and its attendant regulations, but, as a matter within its sole discretion, the Complainant deems any deviations and/or failures to of such nature as are readily repairable, Complainant shall grant to the Respondent such time as the Complainant reasonably believes is necessary to bring the facility into full compliance.

4. The parties further agree that, if Respondent fails to bring its facility into full compliance by the first of March, 2011, or such date as the Complainant may set following execution of this agreement, Respondent shall pay and remit the remaining balance of \$900.00 to the Complainant within five business days of receipt of written notice from the Complainant to that effect.

5. The Respondent hereby acknowledges its right to submit a petition for a formal hearing to the North Carolina Office of Administrative Hearings to resolve this matter and waives said right by consenting to the terms of this Agreement. The parties further agree that Respondent's waiver applies fully to the Civil Penalty Assessment issued on February 3, 2011, and to any subsequent decision Complainant's Director of Animal Welfare makes as provided above in determining whether Respondent's facility is in compliance as provided under paragraph 3, above.

6. The persons signing this Agreement represent that they have full authority and representative capacity to execute this Agreement in the capacities indicated below, and that this Agreement constitutes the valid and binding obligations of all parties.

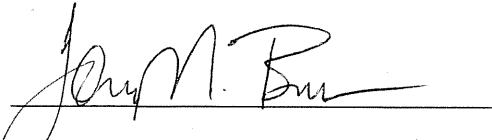
7. The parties agree to act in good faith in the implementation of this agreement.

8. The parties agree to bear their own attorneys fees and costs.

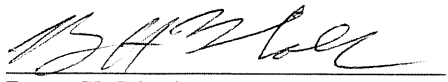
9. It is understood between the parties that this Agreement contains the entire agreement between the parties hereto regarding the matters set forth, and it supersedes all previous negotiations, discussions and understandings regarding such matters. Terms of this Agreement are contractual and not a mere recital, and may be modified only in a writing executed by all signatories hereto.

10. The effective date of this Agreement will be the date on which it has been executed by the Complainant as shown on the signature lines below.

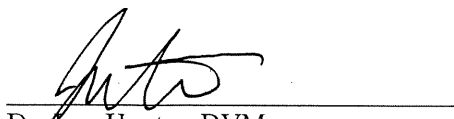
IN TESTIMONY WHEREOF, the parties have set their hands and seals on the dates indicated below:


RESPONDENT


Date: 28 February 2011


Barry H. Bloch
Assistant Attorney General
N.C. Department of Justice
ATTORNEY FOR COMPLAINANT

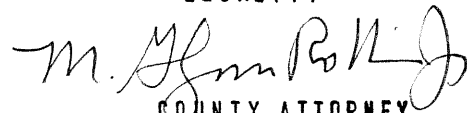
Date: 4 March 2011


Dr. Lee Hunter, DVM
Director, Animal Welfare Section
North Carolina Department of Agriculture & Consumers Services
FOR COMPLAINANT

Date: 4 March 2011

THIS INSTRUMENT HAS BEEN PREAUDITED
IN THE MANNER REQUIRED BY THE
LOCAL GOVERNMENT BUDGET AND
FISCAL CONTROL ACT.

Finance Director

APPROVED AS TO FORM AND
LEGALITY


COUNTY ATTORNEY